

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re PARMALAT SECURITIES LITIGATION	:	Master Docket
	:	04-MDL-1653 (LAK)
	:	
This document relates to:	:	<u>Electronically Filed</u>
	:	
FOOD HOLDINGS LIMITED, et al.,	x	05-cv-9934 (LAK)
	:	
-against-	:	
	:	
BANK OF AMERICA CORPORATION, et al.	:	
	:	
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**NOTICE OF AGREEMENTS BETWEEN
THE PARTIES REGARDING EXPERTS**

On September 14, 2009, this Court directed the parties to attempt to resolve any dispute between them with respect to the admissibility of the testimonies of Plaintiffs' experts in light of comments made by Court on the admissibility of expert testimony. Pursuant to an agreement reached between the parties:

1. Plaintiffs withdraw PX-315, the August 3, 2009, Declaration of Bradley D. Sharp;
2. Plaintiffs withdraw the following portions of PX-313, the August 3, 2009, Declaration of Patricia Caldwell:
 - a. The entirety of paragraphs 4-5, 7-16, 51-54, 58, 62, 74, 81-83, 93, 104-119, 121-123, and 125-144;
 - b. Subsections (b) and (c) of paragraph 152: and

- c. The following portion of the first sentence of paragraph 120: "As BofA knew, and," and the second half of paragraph 120, beginning "This is confirmed. . . ."
3. Defendants agree that these withdrawals will resolve their objections raised with respect to the admissibility of Mr. Sharp's and Ms. Caldwell's testimonies, set forth in Bank of America's Motion to Preclude or Limit the Testimony of the Plaintiffs' Designated Experts [Dkt. 296, 297]. Defendants further agree that the remainder of Ms. Caldwell's testimony is admissible.
4. Plaintiffs withdraw the following portions of PX-312, the August 3, 2009 Declaration of Andrew Galloway: paragraphs 14-16; second sentence of paragraph 40, first sentence of paragraph 41, second sentence of paragraph 42, and paragraphs 48, 54, 55, 58-62, 64-68, 70-71. The parties have not agreed on the admissibility of paragraphs 52, 57, 63, and 69. Defendants agree that the remaining paragraphs of Mr. Galloway's declaration are admissible, and that this agreement resolves their objections raised with respect to the admissibility of Mr. Galloway's testimony, set forth in Bank of America's Motion to Preclude or Limit the Testimony of the Plaintiffs' Designated Experts [Dkt. 296, 297], with the exception of paragraphs 52, 57, 63, and 69.

Date: September 25, 2009

Respectfully submitted,

/s/ Allan B. Diamond

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CERTIFICATE OF SERVICE

I, J. Benjamin King, hereby certify that on this 25th day of September, 2009, caused a true and correct copy of the foregoing document to be served by email upon all parties to the Parmalat Multidistrict Litigation.

/s/ J. Benjamin King
J. Benjamin King